

4. Frizzi played a central role in negotiating a collective bargaining agreement between Local S25 and BSR in 1995. Following the execution of the collective bargaining agreement, Frizzi represented Local S25 and its members in their dealings with BSR. Local S25 paid Frizzi a salary for his work.

5. In early 1996, Frizzi informed BSR that he wanted to be placed on BSR's payroll, even though he did not intend to perform work as a BSR employee. Believing that doing so would help to ensure favorable labor relations, BSR executives placed Frizzi on the payroll.

6. Frizzi knew that it was illegal for him to be paid by BSR as if he were one of its employees, because he performed no work for BSR. In an attempt to conceal his receipt of such payments from the Department of Labor, and from the International Association of Machinists, Frizzi provided BSR with his son's social security number for payroll purposes. Between 1996 and 1998, Frizzi received payments in the form of payroll checks made payable to his son, Anthony Frizzi, Jr., which used his son's social security number.

7. Between 1996 and 1998, BSR made payments totaling \$30,826 for the benefit of Frizzi, even though neither he nor his son were working as BSR employees. All such payments were prohibited under 29 U.S.C. §186.